FORM 1003

INSTALLMENT DEED

BOOK 4296 PAGE 5

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Tommy H. Huff	Tommy H. Huff	18W-2990
(NAME:) 1312 Woodland Street	(NAME:) 1312 Woodland Street	Map 83-9
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37206	(STREET ADDRESS) Nashville, Tenn. 37206	Par. 159
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of $17,500.00 ------ Seventeen Thousand, Five Hundred & No/100th. ------- DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed one lien promissory note dated date of deed being in the principal amount of $12,500.00, payable $2500.00 annually plus 6% on the unpaid balance. First payment due December 14, 1969 and a like amount annually on the 14th. day of each succeeding month of December thereafter until the remaining balance of said principal amount plus interest to date of payment has been paid infull.

Privilege is reserved of paying any number of said payments or this note maybe paid infull on any paying date, by paying interest up to date of payment.

DEC23	CONV	17,500.00			
DEC23	MORT'G	12,500.00			
DEC23	S'TAX		B*	45.50	
DEC23	S'TAX		B*	10.50	
DEC23	PR'FEE		B*	.50	
DEC23	W'DEED		B*	3.00	* 59.50

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, Herbert Turner Andrews

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Tommy H. Huff

his

herein called grantees, ~~their~~ heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being parts of Lots Nos. 6 and 7 in E. S. Priest's Subdivision of 3 acres 8 poles of the East Edgefield Plan, a plan of which Subdivision is of record in Book 161, page 43, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at the southwest corner of Woodland Street, formerly Lindsley Avenue, and 14th formerly Division Street; thence with the southerly margin of Woodland Street westerly 80 feet to J. D. Brown's northeast corner; thence with his easterly line southerly 164 feet, more or less, to the northerly line of the property conveyed by R. Edith Andrews and husband, Howard Andrews, to Guy H. Elder, by deed of record in Book 492, page 612, said Register's Office; thence easterly with the said northerly line of said Elder 75 feet, more or less, to the easterly margin of 14th Street; thence with said line of 14th Street northerly 175 feet to the beginning.

Being the same property devised to Herbert Turner Andrews, as devisee under the Will of Bessie I. Andrews, deceased, of record in Will Book 89, page 152, said Probate Court Clerk's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1312 Woodland & No. 4 South 14th. St., Nashville, Tenn.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Raymond J. Morris Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 12,500.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantees herein, their heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 14th day of December 19 68.

Herbert Turner Andrews
Herbert Turner Andrews

Tommy H. Huff
Tommy H. Huff

Helen B. Huff
Helen B. Huff

...he actual consideration for this ...ansfer, is $ 14,500.00 ... L. O. Hardaway
...subscribed and sworn to before me this 23 day of Dec 68
Deputy Register D Gentry

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, L. O. Hardaway, a Notary Public in and for said County and State, the within named Herbert Turner Andrews & Tommy H. Huff and Helen B. Huff the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 14th. day of December, 1968

Commission Expires Oct. 23, 1971 L. O. Hardaway Notary Public.

STATE OF _____
_____ County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____ Notary Public

Deed $ .70 Rec. .50 Int. .20 St. 14.50

A 24830

INSTALLMENT DEED

FROM
Herbert Turner Andrews

TO
Tommy H. Huff

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

Deed Prepared by:
L. O. Hardaway
120 South 11th. Street
Nashville, Tenn. 37206

IDENTIF. REFERENCE

Dec 23 12 59 PM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.